

City of Memphis

TENNESSEE



JIM STRICKLAND
MAYOR

DIVISION OF FINANCE

March 27, 2017

City Contract # 34054

**Memphis Shelby Crime Commission
President Bill Gibbons
600 Jefferson Ave, Suite 400
Memphis, TN 38105**

Gentlemen:

We are enclosing, herewith, an executed copy of a Negotiated Contract for: MSCC Grant – Public Safety Retention Recruitment, for the Division of Human Resources.

This copy is for your files.

Sincerely,

A handwritten signature in blue ink that reads "Eric Mayse".

**Eric Mayse
Purchasing Agent**

cc: City Comptroller

A Resolution to accept grant funds from the Memphis Shelby Crime Commission.

WHEREAS, the City of Memphis has received grant funds in the amount of Six Million, One Hundred Thousand Dollars (\$6,100,000.00) from the Memphis Shelby Crime Commission; and

WHEREAS, these funds will be used to develop and implement targeted strategies for the recruitment and retention of experienced and qualified Memphis Division of Police Services ("MPD") personnel; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2017 Operating Budget to establish funds for developing and implementing targeted strategies for recruiting and retaining experienced and qualified MPD personnel; and

WHEREAS, It is necessary to appropriate the grant funds in the amount of Six Million, One Hundred Thousand Dollars (\$6,100,000.00) for developing and implementing targeted strategies for recruiting and retaining experienced and qualified MPD personnel; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the funds in the amount of Six Million, One Hundred Thousand Dollars (\$6,100,000.00) be accepted by the City of Memphis for developing and implementing targeted strategies for recruiting and retaining experienced and qualified MPD personnel.

BE IT FURTHER RESOLVED, that the Fiscal Year 2017 Operating Budget be and is hereby amended by appropriation in the amount of Six Million, One Hundred Thousand Dollars (\$6,100,000.00) as Expenditures and Revenues for developing and implementing targeted strategies for recruiting and retaining experienced and qualified MPD personnel.

I hereby certify that the foregoing is a true copy
and document was adopted, approved by the
Council of the City of Memphis in regular
session on

Date MAR 07 2017

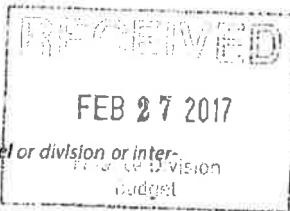

Deputy Comptroller-Council Records

HR
#23



CITY OF MEMPHIS
REQUEST FOR TRANSFER OF BUDGET APPROPRIATION
LINE ITEM INCREASE

(use this form to increase revenues and expenditures; can be intra-departmental i.e. within legal level or division or inter-departmental between legal levels or divisions)



DIVISION: Human Resources DATE: 2/27/2017
SERVICE CENTER NAME: Administration SERVICE CENTER CODE: 180101
INITIATED BY: Channin Jackson TITLE: Budget & Contract Coordinator

Fund 0121 Fiscal Month 08 Budget Transaction No. 1148

0205
REVENUE

ITEM DESCRIPTION	SERVICE CENTER	ACCOUNT	INCREASE	DECREASE
Donated Revenue	TBD	TBD	<u>1,603,150.00</u>	
			<u>\$1,603,150.00</u>	<u>\$0.00</u>

EXPENDITURE

ITEM DESCRIPTION	SERVICE CENTER	ACCOUNT	INCREASE	DECREASE
Recruiting Support	TBD	TBD	<u>550,000.00</u>	
Travel Budget	TBD	TBD	<u>5,000.00</u>	
Retention bonuses	TBD	TBD	<u>1,024,500.00</u>	
Culture Initiatives	TBD	TBD	<u>23,650.00</u>	
			<u>\$1,603,150.00</u>	<u>\$0.00</u>

JUSTIFICATION :

Grant funds donated by the Memphis Shelby Crime Commission to support staffing shortages at MPD.

APPROVED BY

REQUESTING DIRECTOR

DATE

APPROVED BY

RECEIVING DIRECTOR

DATE

(LEAVE BLANK IF NOT INTRADEPARTMENTAL)

BUDGET MGR.

DATE

APPROPRIATIONS AVAILABLE FOR TRANSFER

TRANSFER APPROVED

FINANCE DIRECTOR

DATE

**FUNDING AGREEMENT BETWEEN THE CITY OF MEMPHIS AND
THE MEMPHIS SHELBY CRIME COMMISSION**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of February 2017, by and between the City of Memphis, Tennessee, acting through the Division of Police Services, (hereinafter "City" or "MPD"), and the Memphis Shelby Crime Commission (hereinafter "MSCC"), a non-profit corporation of the State of Tennessee.

WHEREAS, the City is interested in recruiting and retaining experienced and qualified Memphis Division of Police Services (hereinafter sometimes "MPD") personnel; and

WHEREAS, the City would like to facilitate its goal of recruiting and retaining experienced and qualified MPD personnel by developing targeted recruitment and retention strategies for qualified MPD personnel; and

WHEREAS, the MSCC spearheads the Memphis and Shelby County crime reduction plan known as Operation: Safe Community 3 ("OSC 3"), which prioritizes as Objective B1 to "Clarify and resolve shortages in law enforcement staffing"; and

WHEREAS, the MSCC, is pleased to award a grant to MPD for the purpose of recruiting and retaining commissioned officers ("Grant"); and

WHEREAS, the parties desire to set forth more specifically herein the terms and conditions which shall govern the award of the Grant;

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and MSCC hereby agree as follows:

1. PROJECT DESCRIPTION

1.01. In order to resolve existing critical shortages in law enforcement staffing at MPD, and consistent with Operation Safe Community Three ("OSC 3") objective B1, MSCC hereby agrees to grant the City a total of Six Million, One Hundred Thousand Dollars (\$6,100,000.00) over a four-year period, to be disbursed to MPD as follows:

- Year 1: \$1.6 Million
- Year 2: \$1.33 Million
- Year 3: \$1.5 Million
- Year 4: \$1.67 Million

1.02. The City of Memphis Division of Human Resources will partner with MPD to develop and deploy recruitment strategies that will better meet the immediate recruitment needs for police officers and will develop data-driven, targeted retention strategies to retain qualified officers. These strategies include: funding for third-party vendors to support best practice recruitment processes; enhanced referral bonuses; funding for targeted retention bonuses to be paid in exchange for a commitment of service as determined by data; and funding for force multiplier programs that enhance police effectiveness.

1.03. The City's progress in meeting its goals of recruiting and retaining qualified MPD personnel will be measured by the following benchmarks:

2017:

- graduate 200 police recruits
- graduate 25 public safety dispatchers
- graduate 100 police services technicians
- reduce attrition (loss of officers not due to retirement or disability) to fewer than 115 officers annually

2018:

- graduate 200 police recruits
- graduate 25 public safety dispatchers
- graduate 100 police services technicians
- reduce attrition (loss of officers not due to retirement or disability) to fewer than 115 officers annually

2019:

- graduate 200 police recruits
- graduate 100 police services technicians
- maintain full complement of public safety dispatchers
- reduce attrition (loss of officers not due to retirement or disability) to fewer than 110 officers annually

2020:

- graduate 110 police recruits
- graduate 100 police services technicians
- maintain full complement of commissioned police officers
- maintain full complement of public safety dispatchers
- reduce attrition (loss of officers not due to retirement or disability) to fewer than 110 officers annually

1.04. The parties agree that this is a one-time investment to accelerate MPD recruiting and retention success, that the investment is not contingent on the City attaining its goals, and that the City shall be responsible for sustaining complement after the term of the Grant expires. The inability to meet a goal is not grounds for revocation of the grant.

2. PROJECT BUDGET

2.01. The City's budget for the project will be allocated as follows:

YEAR 1 - 2017 Budget	
Initiative	Cost
Recruiting support	\$ 550,000
Travel budget	\$ 5,000
Retention bonuses	\$ 1,024,500
Referral bonuses	\$ -
Management training	\$ -
Culture initiatives	\$ 23,650
Total	\$ 1,603,150

YEAR 2 - 2018 Budget	
Initiative	Cost
Recruiting support	\$ 50,000
Travel budget	\$ 5,000
Retention bonuses	\$ 1,103,600
Referral bonuses	\$ 80,000
Management training	\$ 75,000
Culture initiatives	\$ 23,700
Total	\$ 1,337,300

YEAR 3 - 2019 Budget	
Initiative	Cost
Recruiting support	\$ 50,000
Travel budget	\$ 5,000
Retention bonuses	\$ 1,266,150
Referral bonuses	\$ 80,000
Management training	\$ 75,000
Culture initiatives	\$ 23,700
Total	\$ 1,489,850

YEAR 4 - 2020 Budget	
Initiative	Cost
Recruiting support	\$ 50,000
Travel budget	\$ 5,000
Retention bonuses	\$ 1,426,500
Referral bonuses	\$ 80,000
Management training	\$ 75,000
Culture initiatives	\$ 23,700
Total	\$ 1,660,200

3. TERMS

3.01. The term of this Agreement shall commence upon the final execution hereof by all parties and end on December 31, 2020.

4. REPORTING and RECORDS

4.01. The City Division of Human Resources shall submit quarterly, written progress reports to the President of the MSCC. These reports shall include current MPD complement for Police and Public Safety Dispatchers; MPD retention trends and statistics; and cumulative progress on recruiting leads, prospects, and recruits for police officers and dispatchers.

4. STANDARD TERMS AND CONDITIONS

- 4.01. Compliance. The parties are assumed to be familiar with and agree that at all times they will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting their performance under this Agreement.
- 4.02. Governing Law. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, both parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts within the State of Tennessee located in Shelby County, Tennessee.
- 4.03. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties
- 4.04. Amendment. This Agreement may be modified or amended only if such amendment is made in writing and signed by both parties.
- 4.05. Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.
- 4.06. No Waiver. The failure of the City to enforce any provision or exercise a right under this Agreement shall not be considered a waiver. The express waiver of a provision shall be effective only in the specific instance, and as to the specific purpose, for which it was given in writing by the City.

4.07. **Execution of Agreement.** By executing this Agreement, each party represents to the other that this Agreement has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of such party.

5. NOTICE

5.01. All notices to be given hereunder shall be in writing and shall be delivered to the following addresses or such other addresses as either of the parties shall give notice of from time to time during the term hereof:

City: **City of Memphis**
Division of Police Services
Dir. Michael Rallings
201 Poplar Avenue, Room 12-20
Memphis, TN 38103

**City of Memphis
Division of Human Resources
Dir. Alexandria Smith
125 North Main Street, Room 406
Memphis, TN 38103**

With copy to: City of Memphis
City Attorney
125 North Main Street, Room 336
Memphis, TN 38103

IN WITNESS WHEREOF, the parties, by and through their fully authorized representatives, have executed this **AGREEMENT BETWEEN THE CITY OF MEMPHIS AND THE MEMPHIS SHELBY CRIME COMMISSION** as of the date first written above.

CITY OF MEMPHIS

Data

By:

MEMPHIS SHELBY CRIME COMMISSION

By:

Date _____

Michael Rallings, Director,
Division of Police Services

Date: _____

By:

Alexandria Smith, Director,
Division of Human Resources

Date: 2/27/17

APPROVED as to Form:

Bruce McMullen, Chief Legal Officer/
City Attorney

Date: _____

ATTEST:

Eric Mays
Comptroller/Deputy Comptroller

Date: 3/27/17

FUNDING AGREEMENT BETWEEN THE CITY OF MEMPHIS AND
THE MEMPHIS SHELBY CRIME COMMISSION

APPENDIX A

CALENDAR YEAR QUARTERLY GRANT
PAYMENTS

	Q1 Payment Due Mar 31	Q2 Payment Due Jun 30	Q3 Payment Due Sep 30	Q4 Payment Due Dec 31	Total
YEAR 1 - 2017	\$400,787.50	\$400,787.50	\$400,787.50	\$400,787.50	\$1,603,150.00
YEAR 2 - 2018	\$334,325.00	\$334,325.00	\$334,325.00	\$334,325.00	\$1,337,300.00
YEAR 3 - 2019	\$374,962.50	\$374,962.50	\$374,962.50	\$374,962.50	\$1,499,850.00
YEAR 4 - 2020	\$415,050.00	\$415,050.00	\$415,050.00	\$415,050.00	\$1,660,200.00

GRANT
TOTAL. \$6,100,500.00

City of Memphis

TENNESSEE

JIM STRICKLAND
MAYOR

DIVISION OF FINANCE

August 23, 2017

City Contract # 34054

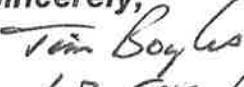
**Memphis Shelby Crime Commission
600 Jefferson Ave.
Suite 400
Memphis, TN 38105**

Gentlemen:

We are enclosing, herewith, an executed copy of an Amendment to the contract to update Appendix A per the agreement for the Division of Human Resources.

This copy is for your files.

Sincerely,


for Eric Mayse

**Eric S. Mayse
Purchasing Agent**

**cc: City Comptroller
Human Resources**

AMENDMENT NO. 1 TO
CITY CONTRACT NO. 34054

THIS AMENDMENT is entered into this _____ day of _____, 2017 by and between the City of Memphis, acting through the Division of Police Services (hereinafter "City" or "MPD") and the Memphis Shelby Crime Commission (hereinafter "MSCC"), a non-profit corporation of the State of Tennessee.

WHEREAS, by Resolution dated March 7, 2017, the City agreed to accept grant funds from MSCC to develop and implement targeted strategies for the recruitment and retention of experienced and qualified MPD personnel; and

WHEREAS, the City and MSCC entered into a Funding Agreement (the "Agreement") on March 27, 2017, setting forth as "Appendix A" to the Agreement a schedule for payment of the grant funds from MSCC to the City; and

WHEREAS, the parties now desire to amend the Agreement to change the payment schedule for the grant funds;

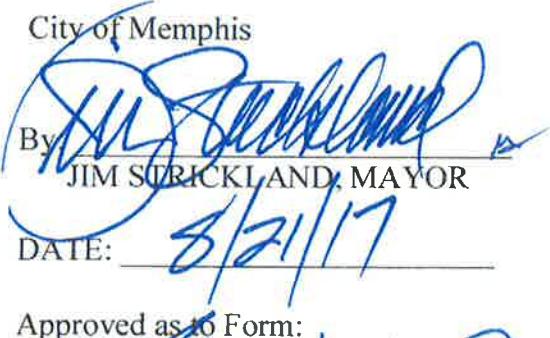
NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the receipt and sufficiency of which are expressly acknowledged, the parties hereby agree as follows:

- 1) To amend the Agreement by deleting the original Appendix A in its entirety and replacing it with a new Appendix A, updated 7/11/17, attached hereto.

All other terms and conditions as set forth in the Agreement shall remain in full force and effect.

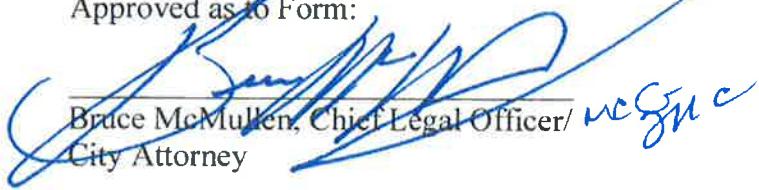
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and date below written.

City of Memphis

By: 
JIM STRICKLAND, MAYOR

DATE: 8/21/17

Approved as to Form:


Bruce McMullen, Chief Legal Officer/
City Attorney

Memphis Shelby Crime Commission

By: 
BILL GIBBONS, PRESIDENT

DATE: 8/1/17

Attest:


for Eric Mayse 8/23/17
Deputy Controller

**FUNDING AGREEMENT BETWEEN THE CITY OF MEMPHIS AND
THE MEMPHIS SHELBY CRIME COMMISSION**

APPENDIX A

Updated 7/11/17

NEW CALENDAR YEAR QUARTERLY GRANT PAYMENTS (Based on new bonus arrangement)

Due March 31

Total	
CITY OF MEMPHIS FISCAL YEAR 1 - 2018	\$1,928,650.00
CITY OF MEMPHIS FISCAL YEAR 2 - 2019	\$1,146,800.00
CITY OF MEMPHIS FISCAL YEAR 3 - 2020	\$1,241,850.00
CITY OF MEMPHIS FISCAL YEAR 4 - 2021	\$1,783,200.00

\$6,100,500.00

FORMER CALENDAR YEAR QUARTERLY GRANT PAYMENTS

Q1 Payment Q2 Payment Q3 Payment Q4 Payment

	Due Mar 31	Due Jun 30	Due Sep 30	Due Dec 31	Total
YEAR 1 - 2017	\$400,787.50	\$400,787.50	\$400,787.50	\$400,787.50	\$1,603,150.00
YEAR 2 - 2018	\$334,325.00	\$334,325.00	\$334,325.00	\$334,325.00	\$1,337,300.00
YEAR 3 - 2019	\$374,962.50	\$374,962.50	\$374,962.50	\$374,962.50	\$1,499,850.00
YEAR 4 - 2020	\$415,050.00	\$415,050.00	\$415,050.00	\$415,050.00	\$1,660,200.00

GRANT TOTAL \$6,100,500.00

